

Memorandum



Date: March 17, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 9(A)(2)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying Interlocal Agreement Between Miami-Dade County Information Technology Department and the City of South Miami for Information Technology Maintenance and Support Services for Initial Five Month Period and Approving Extension of Agreement for a One Year Term

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the Interlocal Agreement between the Miami-Dade County Information Technology Services Department and the City of South Miami (City) for information technology maintenance and support services for an initial five (5) month period and approving an extension to the Interlocal Agreement for a one (1) year term.

Sections 2-9 and 2-10 of the Miami-Dade County Code of Ordinances (Code) allows the County Mayor or the County Mayor's designee to enter into contracts on behalf of the County with municipalities and other governmental units for joint performance with the County for a period not to exceed one (1) year subject to ratification by the Board. This contract, which was executed by the County on April 15, 2014 on a month-to-month basis and renewed for one (1) year effective October 1, 2014, requires ratification and approval by the Board given that it will exceed more than one (1) year in April 2015.

Scope

The City is in Commission District 7, which is represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

The initial five (5) month agreement from May 2014 to September 2014 generated \$68,960 in revenues, and the one (1) year renewal period effective October 1, 2014 will provide the County with an additional \$165,500 for the provision of information technology maintenance and support services for the City. Approval of this item will not create a negative fiscal impact to the County.

Track Record I Monitor

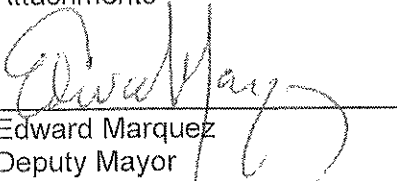
John Concepcion, Field Services Division Director in the Information Technology Department, monitors this agreement.

Background

In September 2013, the City issued a Request for Proposal (RFP) for information technology maintenance and support services because the City's current IT contractor advised it would not renew its annual agreement. After the receipt and review of vendor proposals, the City determined that the respondents did not possess significant municipal and governmental experience to provide on-site information technology services, and subsequently contacted the County's Information Technology Department for an analysis and proposal for the provision of information technology services. After review and approval of the Information Technology Department's proposal, the City approved a month-to-month Interlocal Agreement with the County's Information Technology Department for information technology maintenance and support services on a trial basis for a total revenue of \$68,960 to the County on April 15, 2014 through City Resolution No. 70-14-14164 (Attachment 1).

Miami-Dade County has been the sole provider of the City's information technology maintenance and support services since May 2014. The transition was seamless and with no disruption of services and the City is very satisfied with the County's Information Technology Department services. The month-to-month agreement was set to expire on September 30, 2014 and the City voted to extend the agreement for one (1) year at their Board meeting on September 16, 2014 with an effective date of October 1, 2014 and with the intent to renew the agreement on an annual basis (Attachments 2 and 3).

Attachments



Edward Marquez
Deputy Mayor




MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 17, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
3-17-15

RESOLUTION NO. _____

RESOLUTION RATIFYING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SOUTH MIAMI FOR INFORMATION TECHNOLOGY MAINTENANCE AND SUPPORT SERVICES PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE MIAMI-DADE COUNTY CODE AND APPROVING EXTENSION OF AGREEMENT FOR ONE YEAR TERM FOR A PAYMENT TO THE COUNTY OF \$68,960.00 FOR THE INITIAL FIVE MONTH PERIOD AND \$165,500.00 FOR THE ONE YEAR EXTENSION; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY TERMINATION PROVISIONS AND ANY OTHER CONTRACTUAL RIGHTS CONTAINED THEREIN

WHEREAS, on May 19, 2014, the City of South Miami and Miami-Dade County entered into an interlocal agreement, pursuant to Section 2-9 of the Code of Miami-Dade County, for the County to provide information technology services to the City of South Miami for a five month period; and

WHEREAS, the City of South Miami paid Miami-Dade County \$68,960.00 for the provision of the services for a five month period; and

WHEREAS, the City of South Miami and the County jointly wish to extend this term for an additional year for a payment of \$165,500.00 as provided in the attached agreement and as set forth in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, Sections 2-9 and 2-10 of the Miami-Dade County Code permit the County Mayor to enter into contracts on behalf of the County with municipalities and other governmental units for joint performance of a governmental function for a period not to exceed one year subject to ratification by the Board of County Commissioners; and

WHEREAS, pursuant to Section 2-10 of the Code, the City of South Miami and the County desire that the attached agreement to provide services for the initial five month period be ratified and the one year extension be approved in order to permit such agreement to remain effective for a period of longer than one year,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, ratifies the interlocal agreement between the County and the City of South Miami for the provision of information technology maintenance and support services to the City of South Miami as attached hereto and approves the one year extension of such agreement. Under the agreement, the County has been paid \$68,960.00 for the initial five month period and will be paid \$165,500.00 for one additional year of service commencing on October 1, 2014. The County Mayor or County Mayor's designee is further authorized to exercise any termination provisions and any other contractual rights contained therein for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of March, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Oren Rosenthal



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM



To: The Honorable Mayor & Members of the City Commission
From: Steven J. Alexander, City Manager
Date: April 15, 2014

15

SUBJECT: A Resolution authorizing the City Manager to enter into an Interlocal Agreement with Miami-Dade County for IT maintenance and support services for an annual amount of \$165,500.

BACKGROUND: The City issued a Request for Proposal for IT Maintenance and Services as a result of the City's current IT contractor, IDC, advising the City they would not be renewing their agreement set to expire, September 30, 2013. The RFP was posted on the City's website, Demand Star and advertised in the Daily Business Review and Miami Herald.

The City received eight (8) proposals that were reviewed by a Selection Committee. The Committee, comprised of: Kelly Barker, Public Works Superintendent, Rene Landa, Police Chief and, Alfredo Riverol, Chief Financial Officer reviewed the proposals and created a "short-list" numbering three proposals and decided to interview those firms.

In addition to the Selection Committee, Mr. Dennis Deblois, President/IDC, acted as a technical expert to assist the committee as they analyzed each proposal. It must be noted and pursuant to F.S 287.057, Section 2. Sub-section a), b) and c), since IDC had access to source selection information the IDC is not eligible to contract with the City for this required service. While IDC provided technical expertise and professional opinion, they did not score and rank proposals and, were not present when the Selection Committee performed that task.

Each firm that responded to the RFP did not possess significant municipal and government experience while acting as a primary on-site IT services provider, therefore it is my belief that an Interlocal Agreement with Miami-Dade County is in the best interest of the City.

I have decided to reject all proposals received for RFP #IT-2014-01 and recommend the Interlocal Agreement with Miami-Dade County's Information Technology Department (ITD) and leverage their vast resources and experience in governmental information. It is an opportunity which will provide City's personnel with the ability to provide immediate service and response to better to serve the City's departments, residents, businesses, and visitors.

Miami-Dade County has one goal in mind, which is directly in-line with the City's

objectives, to provide the best possible service to residents, businesses, and visitors of the City of South Miami. ~~Miami-Dade County is a governmental agency, like South Miami.~~ Both agencies already have many direct relationships; radios, GIS data, property assessments, etc.

Miami-Dade County has submitted an Interlocal Agreement that has been improved but that is substantially the same in scope and covered services that was presented to the Commission on September 17, 2013. A summary of the offering is below:

COVERED SERVICES

The Miami-Dade County covered service section of the agreement includes the AV equipment and any and all new purchases of equipment by the City. The new AV system which was installed in December 2013. The AV system was not stated within the covered section of the interlocal that was presented to the Commission on September 17, 2013, because the item had not yet been purchased. The new system is completely Microsoft windows based and in essence is nothing more than a hi-end computer.

COUNTY TICKET SYSTEM

The City of South Miami currently utilizes an internal ticketing system, similar to the one being presented by Miami-Dade County's ITD. It is critical for management purposes that all City personnel utilize a ticketing system. The system is not only used for the purpose of providing service, but a way for management to determine where there are constant issues and make certain determinations with reference to equipment needs.

The Miami-Dade County ticket system is available via phone 24-7, 365-days a year. Once a ticket is opened it will be automatically assigned to the designated IT service technician assigned to the City. The IT service technician will attempt to resolve trouble over the phone, within minutes, versus waiting for a technician to visit when they are available. The County's ticket system will be upgrade later this calendar year to provide self-service web-based ticket system. This will eliminate holding on the phone when reporting troubles.

City personnel will be receiving immediate service by County onsite technician, and at no additional cost to the City, irrelevant to when the call is made; during regular hours or after-hours and remote access to address the issue is available at those times which will eliminate many of the City personnel issues immediately.

PUBLIC RECORDS REQUEST

The County will process public records request by third-parties requesting City public records at no charge; this activity is included into the base rate. Any and all requests made to ITD from the City will be treated as part of the IT Maintenance and Service Agreement and will be provided at absolutely no additional cost to the City.

EXCLUDED SERVICES

The County excluded Website Support, Communications (Phone, Cellular Phones, Voicemail) Support, and City's ERP System and work conducted after-hours.

SPECIAL TECHNICIAN REQUESTS

Special technicians such as Microsoft Exchange, Firewall Specialist, etc. is covered under the IT Maintenance and Service Agreement during the specified working hours. Only Special Technician Requests which occur after-hours are charged to the City. Historically, within the past 3-years it has been a rare occurrence that the City has required on-site technician services on an emergency basis.

In the unlikely event Public Safety is involved in an after-hour issue, a decision will be made by competent authority within the Police Department, as done today, if services are required outside of normal working hours. The City has implemented redundancy in an effort to reduce the requirement for an on-site technician. The City's Police Department has three different systems providing services and backup (OSSI with three dedicated terminals, County CAD, and Dedicated circuit to the County).

CONTRACT CANCELEATION

The County is a public entity no different than the City of South Miami and has only one goal in mind, provide the best possible needed services to the residents, businesses and visitors of the City. As mentioned, for-profit entities have a totally different philosophy, how to increase their bottom line, irrelevant if services are needed or not.

Termination of the agreement with the county as specified within the Interlocal Agreement is 120-days which will provide the City ample time to re-evaluate and decide for the next possible step for the city. As with any private entity, the risk of going out of business is always a great concern.

ENSURE SYSTEM ACCESSIBILITY

In the unlikely event of an after-hour emergency and remote access is unavailable, a decision will be made to defer till the following workday or if critical onsite service will be requested. However, as state above, historically, within the past 3-years it has been a rare occurrence that the City has required on-site technician services on an emergency basis.

NEW SERVICES, SPECIAL PROJECTS AND RATES

The City will always attempt to provide New Services and Special Projects within the regular normal business hours, with subject matter experts and IT professionals from the county, as part of the planning phase. If the New Service or Special Project is not possible to be included during the regular working hours, then the New Services and Special Projects rates would apply.

Lastly, all Special Projects and New Services should be discussed, reviewed, and approved during the budget process. Any additional charge for Special Projects and New Services will be proposed within the annual budget for Commission approval. Items related to the cost for Special Projects and New Services is treated no differently today with IDC than how it will be when the City enters into an Interlocal Agreement with Miami-Dade County.

EXPENSE

\$68,960 (Based on \$165,500 Annual Fee) April, 2014 to September 30, 2014 to Account No. 001-1340-513-3450 with a balance of \$95,916.65

ATTACHMENTS:

Resolution
Interlocal Agreement
Miami-Dade County ITD Organizational Chart
F.S. 287.057, Section 2. Sub-section a), b) & c)

RESOLUTION NO.: 70-14-14164

A Resolution authorizing the City Manager to enter into an Interlocal Agreement with Miami-Dade County for IT maintenance and support services for an annual amount of \$165,500.

WHEREAS, the City wishes to enter into an Interlocal Agreement with Miami-Dade County for IT maintenance and support services; and

WHEREAS, the City's current IT maintenance and support services contract is on a month-to-month basis through September 30, 2014, but can be canceled with a 30-day written notice; and

WHEREAS, the City requires IT support and maintenance to support critical operations and business of the City; and

Whereas, the City solicited proposals for IT maintenance and services through a RFP process and the City Manager rejected all proposals received since none of the proposals met or exceeded the offering, or provided the breadth of services offered by Miami-Dade County; and

WHEREAS, Miami-Dade County submitted an Interlocal Agreement to the City for consideration to perform various IT services.

NOW, THEREFORE, BE IT RESOLVED THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The City Manager is authorized to enter into an Interlocal Agreement with Miami-Dade County, for IT maintenance and support services, for an annual amount of \$165,500 and expiring September 30, 2014. The Interlocal Agreement may be terminated by either party with a 120-day notice and it may be renewed with the approval of the City Commission. A copy of the agreement is attached.

Section 2. Severability. If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this resolution.

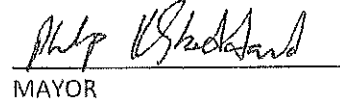
Section 3. Effective Date: This resolution shall take effect immediately upon enactment.

PASSED AND ENACTED this 15th day of April, 2014.

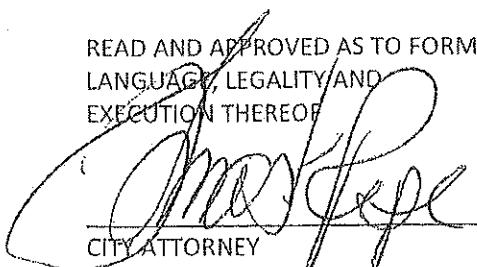
ATTEST:


CITY CLERK

APPROVED:


MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF


CITY ATTORNEY

COMMISSION VOTE:	4-1
Mayor Stoddard:	Yea
Vice Mayor Harris:	Yea
Commissioner Welsh:	Yea
Commissioner Liebman:	Nay
Commissioner Edmond:	Yea

MIAMI-DADE
COUNTY

THIS INTERLOCAL SERVICE AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SOUTH MIAMI, a municipal corporation within the State of Florida, having its principal office at 6130 Sunset Drive, South Miami, FL 33143, (hereinafter sometimes referred to as the "Customer" or "City") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st street, Miami, Florida 33128, (hereinafter referred to as the "County" or "Contractor") and is effective as of the _____ day of _____, 2014.

WHEREAS, the County, through the Information Technology Department ("ITD"), is the provider of information technology ("IT") services that enable and support the operations of all County departments, external government agencies, residents and the public at large; and

WHEREAS, the City desires that the County, through the ITD, provide certain services as further described in Appendix A – Scope of Services to the City for maintenance and support of the City’s information technology systems for the City’s security firewall, exchange, network, servers, AS400, Storage Area Networks (SANS), desktop computers, laptops, Apple products to include MAC and iPad devices and any and all additional peripherals; and

WHEREAS, the County agrees to provide such IT maintenance and support services to the City pursuant to the conditions set forth in this Agreement which shall commence on the effective date, with a one-year options to renew **that can be exercised by the City Commission**, unless terminated with thirty (30) days written notice by either the County or City or unless the Board of County Commissioners fails to ratify this Agreement one (1) year from the effective date; and

WHEREAS, Section 2-9 and 2-10 of the Code of Miami-Dade County provides that the County Mayor is authorized to enter into contracts on behalf of the County with other governmental units for joint performance with the County of any function or service which the County is authorized or directed to perform subject to ratification by the Board of County Commissioners within one (1) year from the effective date; and

WHEREAS, this Agreement will be submitted to the Board of County Commissioners for ratification within one (1) year;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the mutual promises of the parties, and other good and valuable consideration, intending to be legally bound hereby, the parties do hereby understand, acknowledge and agree as follows:

*Miami-Dade County Information Technology
Interlocal Service and Maintenance Agreement*



ARTICLE 1. DEFINITIONS

The following words and phrases when used in this Agreement shall have the following meanings:

"Regular Business Hours" shall mean the County will deliver services from 8 AM until 5 PM, weekdays, excluding County holidays observed by Miami-Dade County government and such other times as the ITD is not generally open for the delivery of services to its customers.

"User" shall mean any City employee authorized by the City to request services under this Agreement.

"Master System Administrator" shall mean the County personnel designated with the top permission level over all for system management and administration for City IT systems covered by this Agreement. The Master System Administrator is charged with the responsibility of administering the proper level of permissions to all User's.

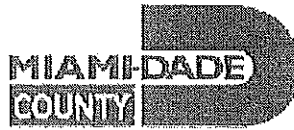
"System Administrator" shall mean the County personnel designated with a lower level of system permission to maintain IT systems covered by this Agreement. The System Administrator is charged with delivery of Trier 1 support for City IT systems.

"On-Site IT Service Technician" shall mean the person(s) designated by County with to be responsible for the delivery of IT support services to the City. The IT service technician(s) will have System Administrator access for troubleshooting reported problems and coordinating overall operational support for the County, as well as serving as Vendor liaison.

"1st Tier Support" shall mean support provided by designated Onsite IT Service Technician and shall consist of the first point of contact for customer support of police, supervisors and Users. The Onsite IT Service Technician will have System Administrator access to triage the issue to determine whether it is technical or operational, shall resolve operational issues and respond to questions concerning the use of the system. Technical issues that cannot be resolved by the 1st Tier Support Person shall be reported to the County's ITD's Help Desk which will forward to the County Master System Administrator.

"2nd Tier Support" shall mean support provided by the County Master System Administrator and shall consist of technical issues reported that have been triaged to determine root cause and resolved. All technical issue not resolved by 2nd Tier Support shall be reported to the 3rd Tier support for vendor resolution.

"3rd Tier Support" shall mean support provided by the hardware and software maintenance vendors under service level agreements with the City to provide customer support and maintenance.



“SANS” to mean Storage Area Networks (SANS) device. This device is connected to the network and contains disk or disks for storing data.

“Vendor” shall mean responsible hardware or software manufacture or 3rd party vendor under contract with the City to provide customer support and maintenance.

“24/7/365” to mean twenty four hours, seven days and three hundred and sixty five days each year.

ARTICLE 2. SCOPE AND TERM OF SERVICES

2.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for such services, the County, through its ITD, will make commercially reasonable efforts to provide the City with the highest quality, cost effective, County Services as set forth in Appendix A – Scope of Services and Prices pursuant to the terms and conditions of this Agreement.

2.2. The County will provide 2080 hours of service under this agreement. These hours include designated management and support to provide oversight and interface with the City as the need arises, and project management hours as required. The County will meet jointly with the City to discuss delivery services and any special projects. The County will have subject matter experts attend as required to provide recommendations of new IT systems and solutions to the City at no charge, included in the price quoted. The designated primary point of contact will be the field supervisor and directors will serve as City’s escalation contacts. They will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

County Contact	Role	Phone	Email
Mark Acquaviva, Supervisor	Primary	305-275-7927	mja@miamidade.gov
John Concepcion, Division Director	2 nd Level	305-596-8368	jnc@miamidade.gov
Jose Otero, Assistant Director	3 rd Level	305-596-8409	jro@miamidade.gov

2.3. When the County performs services at locations under City control, City agrees to provide to County, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the IT systems to be serviced. City will provide all information pertaining to the hardware and software necessary to enable County to perform its obligations under this Agreement.



2.4. The City hereby agrees to:

2.4.1. Maintain any and all electrical and physical environments in accordance with the manufacturer's specifications for its IT systems.

2.4.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per County's recommended backup procedures.

2.4.3. Ensure system accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

2.4.4. Obtain and provide to County all software licenses or other authorization necessary for the County to perform the services listed in Appendix A.

2.4.5. Provide County with office space within City property upon the commencement of this Agreement. The office space provided by City should include a telephone line, network connection, and will be located on the second floor of City Hall immediately abutting the City's existing server room which is approximately 10 X 10 and currently being occupied by the City's existing IT firm, to enhance County response time.

2.4.6. Be responsible for all recurring hardware and software operating maintenance expenses.

2.4.7. Purchase and maintain its own internet service provider and related costs.

2.4.8. Develop a detailed continuity of operations plan to deal with both natural and man-made disaster with the cooperation of the County.

2.4.9. As part of its annual budget preparation process, identify maintenance costs for the on-going system maintenance and present them to the County for review. The County's performance and obligation under this Agreement is contingent upon an annual appropriation and renewal of all required vendor system maintenance agreements by the City. Cancellation of required vendor system maintenance agreements by the City will cause all associated expenses associated with the system repairs by vendor for labor, repairs, replacement, and patching of such equipment, as required to be charged back to the City. The Agreement can be cancelled at any time by the County with notified in writing, at least (120) days prior to cancellation. There will be no early termination charges from the City for canceling Agreement during the year.

2.5. All City service requests shall be made as set forth in Appendix A or as mutually agreed to by the Parties.



2.6 The County will meet jointly with City to discuss delivery services and any ongoing special projects. The County will have subject matter experts attend as required to provide recommendations of new IT systems and solutions to the City. The supervisor and director will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

COUNTY	Phone Number	Email Address
Mark Acquaviva, Supervisor	305-275-7927	mja@miamidade.gov
John Concepcion, Division Director	305-596-8368	jnc@miamidade.gov

Article 3. PRICING, PAYMENT AND TERMS

The cost to the City for the provision of services under this agreement are as set forth in Appendix A. The County will provide to the City a monthly invoice, and City will make payments to the County within twenty (30) days after the date of each invoice. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

Article 4. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement to the contrary, except for personal injury or death, the County's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Basic Maintenance and Support Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT THE COUNTY WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY THE COUNTY PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.



ARTICLE 5. CITY WARRANTIES

The City represents and warrants to County as follows:

- (a) City has the necessary rights and licenses, consents, permissions, waivers and releases to permit the County to perform any of the services as contemplated herein.
- (b) None of the City systems or uses (i) violate, misappropriate or infringe any rights of any third party, (ii) will defame or invade the rights of privacy or publicity any rights of any third party, or (iii) are designed for use in any illegal activity or promote illegal activities, including, without limitation, in a manner that might be malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (c) The City has the authority to enter into this Agreement for the County to perform these services.

ARTICLE 6. DEFAULT/TERMINATION

6.1. If the County breaches a material obligation under this Agreement (unless City or a Force Majeure causes such failure of performance); City may consider the County to be in default. If the City asserts a default, it will give the County written and detailed notice of the default. The County will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to City. If the County provides a cure plan, it will begin implementing the cure plan immediately after receipt of City's approval of the plan.

6.2. If City breaches a material obligation under this Agreement (unless County or a Force Majeure causes such failure of performance) or if City fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, County may consider City to be in default. If County asserts a default, it will give City written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to County. If City provides a cure plan, it will begin implementing the cure plan immediately after receipt of County's approval of the plan.

6.3. If a defaulting party fails to cure the default as provided above in Sections 6.1 or 6.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Article 4 above.

*Miami-Dade County Information Technology
Interlocal Service and Maintenance Agreement*



ARTICLE 7. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County:

Information Technology Department
5680 SW 87 Ave, Miami FL
Attention: Jose Otero
Phone: 305-596-8409
Fax: N/A
E-mail: JRO@MiamiDade.gov

and to:

Information Technology Department
5680 SW 87 Ave, Miami FL
Attention: John Concepcion
Phone: 305-596-8368
Fax: N/A
E-mail: JNC@MiamiDade.gov

(2) To the City:

Attention: Steven Alexander
Phone: 305-663-2510
Fax: 305-663-6345
E-mail: salexander@southmiamifl.gov

and to:

Attention: Maria Menendez, City Clerk
Phone: 305-663-6340
Fax: 305-663-6348
E-mail: Mmenendez@southmiamifl.gov

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

*Miami-Dade County Information Technology Department
Interlocal Service and Maintenance Agreement*



In addition to the above contacts the following is the contact list for the City for all communications related billing and work order approvals:

Send all Invoices and invoice back-up documentation to:

Name & Title: _____
Address: _____
Phone: _____
Email: _____

Monthly invoice back up
documentation should also be emailed to:

Name & Title: _____
Address: _____
Phone: _____
Email: _____

Authorized to Request Billable (Time & Materials) for IT Services

Name & Title: _____
Address: _____
Phone: _____
Email: _____

For questions and inquiries by the City pertaining to telephone invoices and invoice back-up documentation to the County the City shall contact accounting manager via electronic email.

COUNTY	Designation	Phone	Email Address
Yinka Majekodunmi, Accounting Manager	Billing Liaiso	305-596- 8041	YMAJEKO@miamidade.gov

ARTICLE 8: ACCESS TO CONFIDENTIAL INFORMATION

During the course of this Agreement, the County and City may have access to the other party's Confidential Information. The County and the City shall endeavor to treat the other party's Confidential Information as it would treat its own Confidential Information of a similar nature. Notwithstanding the foregoing, the parties acknowledge and agree that as a political subdivision

MIAMI-DADE
COUNTY

ARTICLE 9: THIRD PARTY PROPRIETARY INFORMATION

ARTICLE 10. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR
GENERAL REVIEW

Upon written notice to the City from the Inspector General or IPSIG retained by the Inspector General, to the extent provided by and subject to applicable law, the City shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.



The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the City's possession, custody or control which, to the extent provided by and subject to applicable law, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 11. GOVERNING LAW

This Agreement, including exhibits or appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 12: INDEMNIFICATION

The City does hereby agree to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities, to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature ("Claims") arising out of, relating to or resulting from, and to the extent caused by, City's (or its employees, agents, or subcontractors) failure to perform as required by this Agreement.. However nothing herein shall be deemed to indemnify the County from any Claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

Subject to the limitations set forth in Article 4 of this Agreement, the County does hereby agree to indemnify and hold harmless the City and its officers, employees, agents and instrumentalities, to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature ("Claims") arising out of, relating to or resulting from, and to the extent caused by, County's (or its employees, agents, or subcontractors) failure to perform as required by this Agreement. However nothing herein shall be deemed to indemnify the City from any Claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.

*Miami-Dade County Information Technology Department
Interlocal Service and Maintenance Agreement*



ARTICLE 13: TERM OF AGREEMENT

This Agreement shall become effective the later of _____ or upon signature by all parties (Effective Date) and will remain in full force and effect **until September 30, 2014**. The County and the City may jointly extend this Agreement for a one-year term by mutual agreement **which must be approved by the City Commission**. Upon any extension, the County and City will review the services and fees set forth in Appendix A and mutually agree as to whether any amendment to such services and fees are necessary. Notwithstanding the foregoing, this Agreement must be ratified by the Board of County Commissioners within one year of the Effective Date. In the event this Agreement is not ratified within one year of the Effective Date or the Board of County Commissioners disapproves the Agreement, this Agreement shall terminate immediately.

ARTICLE 14: TERMINATION

Either the City or County may, at any time, in their sole discretion, with or without cause, terminate this Agreement by written notice to the other party and in such event, the County or City shall, one hundred twenty (120) days after receipt of such notice ("Termination Date"), unless otherwise directed:

- i. stop all work as of the Termination Date;
- ii. take such action as may be necessary for the protection and preservation of the other party's materials and property;
- iii. cancel orders;
- iv. assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement; and
- v. take no action which will increase the amounts payable by the City under this Agreement.

ARTICLE 15. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable statutes, rules, ordinances, regulations, licenses and orders relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement.

Miami-Dade County Information Technology Department
Interlocal Service and Maintenance Agreement



ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 17. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) Neither party shall be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a "Force Majeure Event"); provided that, (a) the party relying upon this Section shall have given the other Party written notice thereof promptly and, in any event, as soon as reasonably possible under the circumstances; and (b) shall take all steps reasonably necessary to mitigate the effects on the other Party of the Force Majeure Event upon which such notice is based. This Agreement comprises the entire agreement between County and City with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Contractor, its agents or employees shall create a warranty or in any way increase the scope of the warranties in this Agreement.

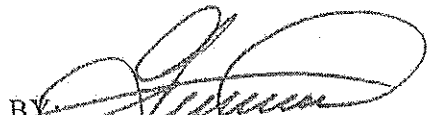
(Signature page follows)

*Miami-Dade County Information Technology
Interlocal Service and Maintenance Agreement*

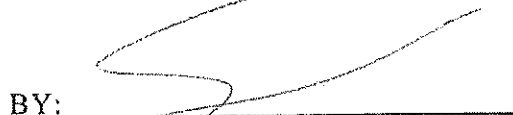


MIAMI-DADE COUNTY

CITY OF SOUTH MIAMI,

BY: 

Carlos A. Gimenez
Miami-Dade County Mayor

BY: 

Steven Alexander
City Manager

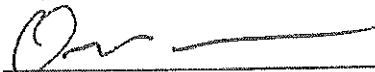
ATTEST: _____

ATTEST: 

TITLE: _____

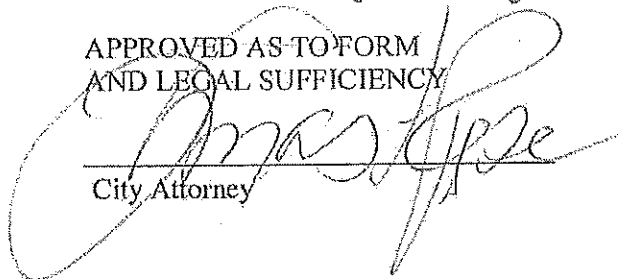
TITLE: Purchasing Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



City Attorney

Miami-Dade County *Information Technology Department*
Interlocal Service and Maintenance Agreement



APPENDIX A – SCOPE OF SERVICES AND PRICING

In accordance with the terms and conditions of this Agreement, the County will provide the City with the following services as may be amended from time to time by mutual agreement in writing:

I. BASIC MAINTENANCE AND SUPPORT SERVICES

A. Fees for basic maintenance and support services

In exchange for the Basic Maintenance and Support Services described here, the City shall pay the County an annual fee of one hundred sixty five thousand five hundred dollars (\$165,500) divided into twelve equal monthly payments. The City will be invoiced by County on a monthly basis and such invoices payments shall be paid in accordance with the terms and conditions of this Agreement.

B. Covered Services

The County shall provide to the City the following Basic Maintenance and Support Services for the Covered Equipment listed in Subsection C. The City must submit all approved requests for maintenance or services whether hardware or software using the County online Service Catalog system for assignment to County support staff. The County will contact City upon receiving service ticket from City. In the event additional hardware and software is required for the provision of any of the services set forth herein, such hardware or software shall be supplied at the City's sole expense and with City's prior approval.

- 0 County will provide a designated phone number (305-596-HELP (4357)) to report troubles during regular business hours and emergencies after regular business hours.
- 0 Provide authorized City Users with access to the County online Service Catalog system for assignment of maintenance and service tasks to County.
- 0 Designated on-site IT service technician during regular business hours from 8:00 AM until 5:00 PM, excluding weekends and County holidays.
- 0 Report problems and coordinate with Vendor for the maintenance of AS-400 with IBM and SunGard guidance pursuant to City's maintenance agreements with those Vendors.



- 0 Report problems and coordinate with Vendor for the maintenance of Barracuda Appliance with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of TREND with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of Interactive Outdoor KIOSKS with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of City AV system support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for maintenance of Wireless Mesh located in the Downtown business district with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 **Emergency After Hour Support**
 - County shall provide 50 hours of overtime during the annual contract period at no charge, included in the price quoted.
- 0 **Public Records Requests**
 - County will process public records made by the City or by third-parties requesting City public records for records involving email searches at no charge, included in the price quoted.
- 0 **Wide Area Network (WAN) and Local Area Network Maintenance (LAN)**
 - Manage Network support upgrades and changes
 - Provide Tier 2 & 3 Network support and troubleshooting.
 - Troubleshooting of premise data wiring and patch cables.
 - Communicate to the designated City liaison all scheduled maintenance
 - Assignment of IP address to all accounts.



- 0 **Server and SANS Equipment Maintenance**
 - Installation of software for applications
 - Maintain all Microsoft operating systems and software updates
 - Restoration of network services
 - Repair and upgrade of servers
- 0 **Computer Equipment Maintenance**
 - Installation of software for applications
 - Maintain all Microsoft and Apple operating systems and software updates
 - Restoration of network services
 - Repair and upgrade of computer
 - Install and setup maintenance loaner (if applicable).
 - Maintain an inventory of computers and spare parts
 - Maintain mobile and handheld computers
- 0 **Telephone Equipment Maintenance**
 - Perform reset of voicemail passwords
 - Maintain class of service (COS)
 - Relocate existing and replace defective handsets
 - Install new handsets and setup voice mail
 - Troubleshooting of premise data wiring and patch
 - Contact and reports system problems to vendor
 - Coordinate with vendor to schedule system upgrades
- 0 **Administration of Network Organizational Unit (OU)**
 - Add/Delete/Modify user accounts
 - Add/Delete/Modify print resources
 - Add/Delete/Modify file share services
 - Add/Delete/Modify e-mail services
 - Add/Delete/Modify group policies
 - Add/Delete/Modify certificate services
- 0 Install and setup of computers and peripherals.
- 0 County shall notify Customer upon completion of work to document all work and information pertaining to services rendered.
- 0 The County will provide infrastructure Tier 2 maintenance and management for remote access, exchange, active directory, security, servers, SANS,

Miami-Dade County Information Technology Department
Interlocal Service and Maintenance Agreement



network, AS400, desktop computers, laptop computers and peripheral maintenance. This will require for County to have "Master System Administrator" access for County personnel designated with the top permission level over all for system management and administration for City IT systems covered by this agreement.

The Master System Administrators listed below are charged with the responsibility of administering the proper level of permissions to all User's and designated back-up staff. The County may, from time to time, add, modify or delete Master System Administrators to this Agreement by providing written notice to the City as set forth in this Agreement.

- Lawrence Embil, Security/Fire Wall Support
- Erick Gomez, Network Support Manager
- Gary Lee, Server & Storage Support Manager
- Jorge Mederos, Exchange, Active Directory and Remote Access Support Manager
- Peter Oelkers, AS400 Support Manger
- Mark Acquaviva, Computer Maintenance Supervisor
- Onsite IT Service Technician (TBD)

0 Sites covered by this agreement shall include: See Attachment 1

C. Covered Equipment

Unless agreed to in writing by the parties, the Maintenance and Support Services set forth in this Appendix shall only apply to the following Covered Equipment.

Miami-Dade County Equipment Covered by the Agreement		
<i>Equipment coverage is subject to change as equipment are retired and/or replaced with new. New equipment will be covered by the terms and conditions of the agreement.</i>		
Equipment Covered		Manufacture
Description	Qty	Make
Desktop Computers with monitor	134	DELL
Mobile Computers	62	DELL, APPLE
Mobile Handheld Devices i.e. iPads, iPhone or Blackberry	7	APPLE

*Miami-Dade County Information Technology
Interlocal Service and Maintenance Agreement*



Multi-Function Network Printers	6	Cannon
Multi-Function Network Printers	3	HP
Color Laser Network Printers	2	Cannon
Color Laser Network Printers	3	HP
Computers Peripherals i.e. printers, scanners	48	HP, Epson, Fujitsu
Servers	29	DELL
Mail Archiver	1	Barracuda
Routers	5	CISCO/HP
Web Filter	1	Barracuda
Network Storage Device	1	HP
Robotic Tape Back-up	1	DELL
Firewall	3	Barracuda
AS-400	1	IBM
Telephone Private Branch	1	Shortel
Telephone Handsets Mobile types: 230 and 115	84	Shortel
Switches	1	CISCO
Switches	20	HP
Interactive Outdoor KIOSKS (in the procurement stage)	-	TBD
Wireless Mesh (in the deployment stage)	-	TBD



D. Standards for Provision of Basic Maintenance and Support Services

1. On-site IT Service Technician:

The County will provide on-site IT service technician to handle all problems reported by City during regular business hours. The service technician would be vetted by the city in the same manner as city employees would be. The County will leverage the in-station service technician whenever possible and incorporate into new projects. The on-site IT service technician is primarily responsible for daily IT support and in some cases may not have the skillset or availability to meet the project deliverables successfully. The County may need to dispatch special IT service technician(s) as required for resolution of reported problem or delivery of approved service as the expense of the City. The County will provide IT service through a tiered service approach progressing from 1st Tier Support to 2nd Tier Support to 3rd Tier Support as needed for the price quoted.

2. SERVICE REQUESTS –

City shall submit all approved service request to the County using the online Service Catalog system. The City shall be responsible for all associated expenses and shall provide the County with the list of authorized users. The County shall setup each of the Users with accounts for access to the County online Service Catalog system with 7 business days upon receiving list of authorized Users. City shall record the service ticket number for reference for any future service.

3. Problem Reporting and Escalation/Regular Business Hours

The Customer will report all problems and make all authorized service requests directly into the Prevailing ticketing system. Customer must report trouble to the County help desk and open a trouble ticket in order to avoid any delays in obtaining service. Troubles are defined as a failure of active/production IT services.



Step 1 - Report Trouble by telephone

Report troubles to the Miami-Dade Help Desk at 305-596-4357 for purpose opening service ticket. Please record the service ticket number for reference.

Service Center	Designation	Number
Help Desk	24/7/365	305-596-4357



☐ **Step 2 - Service Manager Escalation Contacts During Regular Business Hours**

In the event you are not contacted by COUNTY after 60 minutes of reporting trouble during regular business hours, proceed to contact the designated COUNTY supervisor in the order listed below. If you receive no response after 30 minutes from 1st level supervisor proceed to the 2nd level escalation contact listed below.

County Escalation Contacts

COUNTY	Designation	Phone Number	Email Address
Mark Acquaviva, Supervisor Mobile (786) 256-3844	1st Level Escalation, Business Hours	305-275-7927	mja@miamidade.gov
John Concepcion, Division Director Mobile (786) 258-2609	2nd Level Escalation, Business Hours	305-596-8368	jnc@miamidade.gov

E. Excluded Services

The following services are not included within the Basic Maintenance and Support Services and shall only be provided by County upon mutual agreement in writing and shall incur a separate fee to City:

- 0 Any service work required due to incorrect or faulty operational conditions, including but not limited to equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.
- 0 The cost of professional service, parts, materials or software required for any services performed by the County under this Agreement.
- 0 The repair or replacement of products or parts resulting from failure of the City's facilities, City employee's personal property and/or devices connected to the IT System (or interconnected to devices) whether or not installed by the County.
- 0 Service repairs made necessary by damage due to an act of God, fire, water, storm, burglary, accident, improper use or abuse.
- 0 Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for equipment malfunction caused by such transmission medium.



- 0 Accessories, custom or special products; modified units; or modified software.
- 0 The repair or replacement of parts resulting from the tampering by persons unauthorized by County or the failure of the IT System due to extraordinary uses.
- 0 Operation and/or functionality of City employee's personal property, equipment, and/or peripherals and any application software not provided or covered by County.
- 0 Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, battery replacement for uninterruptible power supply (UPS).
- 0 Overtime hours worked by the IT Service Technician in excess of 50 hours outside the established Regular Business Hours.

II. ADDITIONAL IT SERVICES AND RATES

The following additional IT Services may be provided, at request of the City for the fees as set forth herein. Such fees shall be invoiced and added to the monthly fee for Basic Maintenance and Support Services.

A. Emergency Services

Included in the price quoted the County shall provide 50 hours of On-Call 24/7/365 Emergency Support Services for use outside Regular Business Hours on an annual basis. All emergency requests outside the regular service hours in excess of 50 hours, will be subject to the following rate for processing and completing the requested service. City shall use the contacts in Section I(D) above to request such service.

COUNTY Billing Rates	Emergency Hourly Rate
Outside Service Hours:	\$127.50

B. IT Services and Rates:

The County upon request shall provide the City with services for strategic IT Design, Planning, Deployment, Implementation, for IT business network and application solutions. These services are not covered by the Basic Maintenance and Support Services but are available on a time



and material basis as mutually approved by the parties. The County will develop a scope of work and project plan that meets business needs in the most cost effective manner.

Additional Hourly Rates		
Service Catalog	T&M Rate	After Regular Hours T&M Rate
GIS Graphic Technician / Mapping	\$90.00	\$135.00
Product Configuration (GIS Routing, Mobile, Dashboards, etc.)	\$100.00	N/A
Project Management	\$125.00	N/A
Systems Programming (Operating & Technical) and Database Administrator	\$125.00	N/A
Analysis and Programming	\$120.00	N/A
Network, Engineering, and Consulting Services	\$120.00	N/A
Telecommunications Technicians	\$85.00	\$127.50

*Miami-Dade County Information Technology Department
Interlocal Service and Maintenance Agreement*



Attachment 1

City of South Miami

FACILITY LOCATIONS

City Hall

(Includes: Police, Building, Finance, Planning, Code, City Clerk, Grants, HR, City Manager) 6130 Sunset Drive
South Miami, FL 33143

Public Works

4795 SW 75 Avenue
Miami, FL 33155

Parks and Recreation/Community

Center 5800 SW 66 Street
South Miami, FL 33143

Community Redevelopment Agency

5825 SW 68 Street
Suite 4 Office 400
South Miami, 33143

South Miami Senior Center

6701 SW 62 Avenue
South Miami, FL 33143



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

ATTACHMENT 2

TO: The Honorable Mayor & Members of the City Commission
FROM: Steven Alexander, City Manager
DATE: September 16, 2014

Agenda Item No.: 8

SUBJECT: A Resolution authorizing the City Manager to execute a one (1) year Interlocal Agreement with Miami-Dade County for Information Technology maintenance and support services for an annual amount of \$165,500.

BACKGROUND: The City entered into an Interlocal Agreement with Miami-Dade County for IT maintenance and support services, which expires September 30, 2014. Miami-Dade County IT has been the sole provider of IT services to the City since May 19, 2014. The transition to Miami-Dade County was seamless and with no disruption of service. The County's staff, their professionalism, and attention to detail have been a beneficial complement to the City's IT infrastructure.

For your review, attached is a listing of the significant accomplishments and improvements to the City's IT environment completed by Miami-Dade County IT since the inception of service. After a thorough review of the City's IT infrastructure, Miami-Dade County has also recommended IT service improvements for FY 2015.

Miami-Dade County has one goal in mind, which is directly in-line with the City's objectives, to provide the best possible service to residents, businesses, and visitors of the City of South Miami. Miami-Dade County is a governmental agency, like South Miami.

A detailed listing of tasks and accomplishments by Miami-Dade County IT since the inception of the agreement are included. Some of the "Covered Services" are summarized below:

COVERED SERVICES

The Miami-Dade County covered service section of the agreement includes AV equipment and any and all new purchases of equipment by the City. The new AV system purchased for the chambers is covered and is Microsoft windows based.

The Miami-Dade County ticket system (Help Desk) is available via phone 24-7, 365-days a year. Once a ticket is opened it is automatically assigned and is located on site to a designated IT



**CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM**

service technician assigned to the City. The County's ticket system will be upgraded later this year to provide self-service web-based ticket system.

City personnel receive immediate service by a County onsite technician, and at no additional cost to the City, irrelevant to when the call is made; during regular hours or after-hours. In addition, remote access to address the issue is available at those times which eliminates many of the City personnel issues immediately.

Based on the attached listing of tasks and accomplishments, the City is recommending executing a one (1) year agreement, expiring September 30, 2015. Termination of the agreement with the County as specified within the Interlocal Agreement is 120-days.

The Interlocal Agreement is at the same terms and pricing as the current agreement.

AMOUNT: \$165,500 for a one (1) year period

ACCOUNT: Account No. 001-1340-513-3150 for FY 2015

ATTACHMENTS: Resolution
Miami-Dade County IT Listing of Accomplishments
Resolution #70-14-141164; "Interlocal Agreement Expiring September 30, 2014"
Miami-Dade County (1) Year Interlocal Agreement

1 RESOLUTION NO.: _____

2
3 A Resolution authorizing the City Manager to execute a one (1) year Interlocal
4 Agreement with Miami-Dade County for Information Technology maintenance
5 and support services for an annual amount of \$165,500.
6

7 WHEREAS, the City wishes to enter into an Interlocal Agreement with Miami-Dade
8 County for Information Technology (IT) maintenance and support services; and
9

10 WHEREAS, the City's current IT maintenance and support services Interlocal Agreement
11 expires September 30, 2014; and
12

13 WHEREAS, the City requires IT support and maintenance to support critical operations
14 and business of the City.
15

16 NOW, THEREFORE, BE IT RESOLVED THE MAYOR AND CITY COMMISSION OF THE CITY
17 OF SOUTH MIAMI, FLORIDA:
18

19 Section 1. The City Manager is authorized to execute a one (1) year Interlocal
20 Agreement with Miami-Dade County, for IT maintenance and support services, for an annual
21 amount of \$165,500 and expiring September 30, 2015. The current Interlocal Agreement
22 between the City and Miami-Dade County expires September 30, 2014 and the City requires IT
23 support and maintenance to support critical operations. The Interlocal Agreement may be
24 terminated by either party with a 120-day notice. A copy of the agreement is attached.
25

26 Section 2. Severability. If any section, clause, sentence, or phrase of this resolution is
27 for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding
28 shall not affect the validity of the remaining portions of this resolution.
29

30 Section 3. Effective Date: This resolution shall take effect immediately upon
31 enactment.
32

33
34 PASSED AND ENACTED this ____ day of _____, 2014.
35

36 ATTEST:

APPROVED:

37
38 _____
39 CITY CLERK

MAYOR

40
41 READ AND APPROVED AS TO FORM,
42 LANGUAGE, LEGALITY AND
43 EXECUTION THEREOF
44

COMMISSION VOTE:
Mayor Stoddard:
Vice Mayor Harris:
Commissioner Welsh:
Commissioner Liebman:
Commissioner Edmond:
45
46

47 _____
CITY ATTORNEY



List of Accomplishments FY13-14

On April 16th, 2014, the City of South Miami Commission passed the Inter-local Agreement with Miami-Dade County for IT maintenance and support services. After a brief transition period Miami-Dade County took full control of the city's IT network and infrastructure on May 19, 2014.

During the IT transition period the Miami-Dade County network and infrastructure team conducted an in-depth review to the City's existing IT infrastructure and met with City and Police operational staff. The IT team members consisted of IT Directors and the Counties subject matter experts in their respective areas of Microsoft, Active Directory Services, Proxy Services, Anti-Virus, Enterprise Messaging, Mobile Messaging, Enterprise Access, Firewalls, Data Center and Virtual Networking Support, Routing, Network Hardware, Circuit Provisioning, Cabling, Server, Storage and Security. As a result Miami-Dade County provided a list of IT service improvements to provide improved availability, reliability and security over the IT systems in place.

Miami-Dade County met with the City of South Miami to review and rank the items in the order of importance and most benefit to improving the IT services and delivery to services to the citizens. The City of South Miami City took immediate steps to address several action items ranked as high risk and priority. The County provided the MIS Budget Worksheets for FY 2014-15 to the City of South Miami to address the remaining recommended IT service improvements.

On Monday, May 19, 2014 the City staff began reporting ticket for technology services by contacting the Miami-Dade County IT Service Center at 305-596-HELP (4357). As of August 24, 2014, the County had received 177 service tickets. All the reported troubles were handled by Miami-Dade County in a timely manner by Gregory Izak the on-site designated Miami-Dade County network manager or his back team within the service delivery guidelines established in the Inter-local Agreement.

Miami-Dade County working with the City of South Miami, began new IT projects for the City to address high risk and priority projects. The following are some examples of projects and the improvements to the City's IT environment:

Implementation of Advanced Authentication Project: Mandated by the Federal Bureau of Investigation Criminal Justice Information Services Security Policies to access criminal justice systems, data, and records FDLE and is not optional. Failure to fund this project would result in termination of services to access the FCIC and NCIC systems. Officers will have no access to run or process any FCIC/NCIC transactions. The Two Factor Authentication and Encryption system purchased by the City of South Miami for the Police Department computers and laptops was never deployed by IDC to meet the September 30, 2014 deadline.

Miami-Dade County held extensive conference calls with the vendor Navigo and discovered the product purchased by IDC was end-of-life. Authasas Advanced Authentication (AAA) was the replacement product providing much more robust product that was recommended by Miami-Dade County for immediate deployment to meet the September 30th dead line. Miami-Dade County was successful in obtaining investment protection for the 2013 purchase by having AAA agreed to waive product licensing cost for 100 seats. In addition the 90 Omnikey readers already purchased by the City of South Miami can be used for the AAA solution. Miami-Dade County completed installation and testing of the new Authasas solution. The deployment of police desktop has been completed and laptops are currently being completed.

Implement Passwords Policy: During our review of the IT systems it was discovered no internal controls over corporate password settings for the City of South Miami. Miami-Dade County assisted City of South Miami in developing policy and deployment plan to implement this important aspect of IT security. Miami-Dade County is currently assisting the City of Miami with implementation of corporate password policies.

Laserfiche® Project: (e-Document)

- Laserfiche® System Analysis and Security Architecture design.
- Ordered Switches to create new DMZ and SAZ firewall zones for the final implementation of this project.
- Configuration of Network Switches to comply with Multi-Tier Firewall Zone Design.
- Setup of Server with IIS and .NET to support Laserfiche® Weblink Software.
- Firewall Setup to allow Miami-Dade Vulnerability Scanners and Web Scan to function.
- Security Team Vulnerability Scan and Web Scan security Assessment.
- Currently working on remediating vulnerabilities on the Server and system.
- Configuration of Firewall with new Secure Zones
- Route changes to the core router are pending.
- Cutover to new Secure Zones was completed successful.
- E-Document was added to the Information Desk that uses the Laserfiche system.
- Project was successful completed.

URL Filtering and Antivirus: Systems were analyzed and documented

- Trend Micro Business Worry Free Antivirus documentation was created
- Barracuda URL Filtering documentation was created
- Network Diagrams were created and updated
- Documentation was sent to management and onsite support staff
- Recommendations for upgrading Barracuda URL Filtering were provided
- Barracuda support was contacted for upgrade instructions and provided to onsite support staff
- Onsite support staff was instructed on process and they were going to perform the upgrade after hours
- Recommendations for upgrading Trend Micro Business Worry Free Antivirus and deployment were provided to onsite staff.
- Knowledge transfer to onsite staff
- Use of the antivirus console
- Remote client installation
- Accessing Malware logs
- Perform network scans to identify unprotected clients

- Setup Alert notifications
- Open support tickets with Trend Micro

Firewall Services: Performed initial Discovery and overall System Health assessment.

- Three Preventative maintenance sessions to address issues on the main Firewalls prior to loss of connectivity detected by users.
- Performed backup of firewall configurations
- Processed firewall requests to allow access to blocked resources.

Active Directory: Performed initial Discovery and overall System Health assessment.

- Initial Discovery of the two domains
- Performed a System State Backup of the two domains
- Made recommendations for replacing the domain controllers with newer hardware

Enterprise Messaging: Performed initial Discovery and overall System Health assessment.

- Performed Initial Discovery and completed initial performance tuning of the transmission limits.
- Worked with Firewall team to lockdown potential security holes of the Exchange Servers.

Security: Performed initial Discovery and overall System Health assessment.

- Performed Initial Discovery and created recommended firewall zone design.
- Performed Analysis and Services used in Laserfiche® projects architecture design.

IT Service Improvements for FY14-15:

Migration of City Computers and laptops to Microsoft Office 365 & Windows 7: Since April 8, 2014, Windows XP is no longer supported by Microsoft. The organizations that continue to run Windows XP won't have the support from Microsoft with releases of security updates for Windows XP. The hackers and cyber attackers will find the vulnerabilities that are created and exploit those vulnerabilities. Those same vulnerabilities on Windows XP will grow each month and become of concern as we update and patch the Microsoft server and applications that exclude Windows XP vulnerabilities. Complete the migration off of Windows XP and onto Windows 7 and to Office 365 in the cloud.

Implement VMware virtual server environment: City of South Miami's server infrastructure lacks redundancy. Most servers in the environment are out of warranty and have no hardware maintenance contract. Existing computer room space will not support further growth. Failure of out of warranty servers will cause vital and business critical services to be unavailable. Insufficient computer room space for infrastructure growth. Miami-Dade County developed strategy for migration to VMware virtual server environment. This will reduce the number of servers in the server room into 1 VM server, reducing the cost of electricity, cooling, maintenance and improve reliability.

Upgrade Worry Free Antivirus to the latest version 9.0: The Current Software version is 7.0 and is not properly configured and it is not installed on the majority of the workstation. Need to setup administrative access across all workstations and servers through Active Directory before upgrade can begin. Analyze impact to email spam filtering process. Server needs operating system

upgraded to Windows 2008 and additional memory. Upgrade software and configure properly to utilize features such as Web Reputations and Web Filtering Deploy new version on server and the system will automatically deploy across the network.

Re-Design City of South Miami IP Scheme: IP addresses currently in use are not RFC 1918 private IP addresses, they are publicly routable. IP addresses need to be changed to use RFC 1918 ranges. This will involve changes on several network devices along with, servers, firewalls, PCs, appliances, printers, etc. If DHCP is not in use, it needs to be deployed and configured for use on the City of South Miami network.

Cost of the Inter-local Agreement: No change is annual cost, remains \$165,500.

Miami-Dade County is committed to delivering service excellence and has a significant amount of work schedule next year that will improve security, speed, reliability, flexibility and position the City of South Miami to improve the delivery of services to the citizens.

On behalf of Miami-Dade County, we are thankful for the opportunity to earn your business and be your IT service provider.

Respectfully submitted,

John Concepcion, Division Director
Miami-Dade County Information Technology Department
5680 SW 87 Avenue • Miami, Florida 33173
305-596-8368 Phone
www.miamidade.gov/itd
"Delivering Excellence Every Day"

*Miami-Dade County Information Technology
Interlocal Service and Maintenance Agreement*



INTERLOCAL SERVICE AND MAINTENANCE AGREEMENT

THIS INTERLOCAL SERVICE AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SOUTH MIAMI, a municipal corporation within the State of Florida, having its principal office at 6130 Sunset Drive, South Miami, FL 33143, (hereinafter sometimes referred to as the "Customer" or "City") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st street, Miami, Florida 33128, (hereinafter referred to as the "County" or "Contractor") and is effective as of the 1 day of **October**, 2014.

RECITALS

WHEREAS, the County, through the Information Technology Department ("ITD"), is the provider of information technology ("IT") services that enable and support the operations of all County departments, external government agencies, residents and the public at large; and

WHEREAS, the City desires that the County, through the ITD, provide certain services as further described in Appendix A – Scope of Services to the City for maintenance and support of the City's information technology systems for the City's security firewall, exchange, network, servers, AS400, Storage Area Networks (SANS), desktop computers, laptops, Apple products to include MAC and iPad devices and any and all additional peripherals; and

WHEREAS, the County agrees to provide such IT maintenance and support services to the City pursuant to the conditions set forth in this Agreement which shall commence on the effective date, with a one-year options to renew **that can be exercised by the City Commission**, unless terminated with thirty (30) days written notice by either the County or City or unless the Board of County Commissioners fails to ratify this Agreement one (1) year from the effective date; and

WHEREAS, Section 2-9 and 2-10 of the Code of Miami-Dade County provides that the County Mayor is authorized to enter into contracts on behalf of the County with other governmental units for joint performance with the County of any function or service which the County is authorized or directed to perform subject to ratification by the Board of County Commissioners within one (1) year from the effective date; and

WHEREAS, this Agreement will be submitted to the Board of County Commissioners for ratification within one (1) year;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the mutual promises of the parties, and other good and valuable consideration, intending to be legally bound hereby, the parties do hereby understand, acknowledge and agree as follows:



ARTICLE 1. DEFINITIONS

The following words and phrases when used in this Agreement shall have the following meanings:

"Regular Business Hours" shall mean the County will deliver services from 8 AM until 5 PM, weekdays, excluding County holidays observed by Miami-Dade County government and such other times as the ITD is not generally open for the delivery of services to its customers.

"User" shall mean any City employee authorized by the City to request services under this Agreement.

"Master System Administrator" shall mean the County personnel designated with the top permission level over all for system management and administration for City IT systems covered by this Agreement. The Master System Administrator is charged with the responsibility of administering the proper level of permissions to all User's.

"System Administrator" shall mean the County personnel designated with a lower level of system permission to maintain IT systems covered by this Agreement. The System Administrator is charged with delivery of Tier 1 support for City IT systems.

"On-Site IT Service Technician" shall mean the person(s) designated by County with to be responsible for the delivery of IT support services to the City. The IT service technician(s) will have System Administrator access for troubleshooting reported problems and coordinating overall operational support for the County, as well as serving as Vendor liaison.

"1st Tier Support" shall mean support provided by **designated** Onsite IT Service Technician and shall consist of the first point of contact for customer support of police, supervisors and Users. The Onsite IT Service Technician will have System Administrator access to triage the issue to determine whether it is technical or operational, shall resolve operational issues and respond to questions concerning the use of the system. Technical issues that cannot be resolved by the 1st Tier Support Person shall be reported to the County's ITD's Help Desk which will forward to the County Master System Administrator.

"2nd Tier Support" shall mean support provided by the County Master System Administrator and shall consist of technical issues reported that have been triaged to determine root cause and resolved. All technical issue not resolved by 2nd Tier Support shall be reported to the 3rd Tier support for vendor resolution.

"3rd Tier Support" shall mean support provided by the hardware and software maintenance vendors under service level agreements with the City to provide customer support and maintenance.



"SANS" to mean Storage Area Networks (SANS) device. This device is connected to the network and contains disk or disks for storing data.

"Vendor" shall mean responsible hardware or software manufacture or 3rd party vendor under contract with the City to provide customer support and maintenance.

"24/7/365" to mean twenty four hours, seven days and three hundred and sixty five days each year.

ARTICLE 2. SCOPE AND TERM OF SERVICES

2.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for such services, the County, through its ITD, will make commercially reasonable efforts to provide the City with the highest quality, cost effective, County Services as set forth in Appendix A – Scope of Services and Prices pursuant to the terms and conditions of this Agreement.

2.2 The County will provide 2080 hours of service under this agreement. These hours include designated management and support to provide oversight and interface with the City as the need arises, and project management hours as required. The County will meet jointly with the City to discuss delivery services and any special projects. The County will have subject matter experts attend as required to provide recommendations of new IT systems and solutions to the City at no charge, included in the price quoted. The designated primary point of contact will be the field supervisor and directors will serve as City's escalation contacts. They will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

County Contact	Role	Phone	Email
Mark Acquaviva, Supervisor	Primary	305-275-7927	mja@miamidade.gov
John Concepcion, Division Director	2 nd Level	305-596-8368	jnc@miamidade.gov
Jose Otero, Assistant Director	3 rd Level	305-596-8409	jro@miamidade.gov

2.3. When the County performs services at locations under City control, City agrees to provide to County, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the IT systems to be serviced. City will provide all information pertaining to the hardware and software necessary to enable County to perform its obligations under this Agreement.



2.4. The City hereby agrees to:

2.4.1. Maintain any and all electrical and physical environments in accordance with the manufacturer's specifications for its IT systems.

2.4.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per County's recommended backup procedures.

2.4.3. Ensure system accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

2.4.4. Obtain and provide to County all software licenses or other authorization necessary for the County to perform the services listed in Appendix A.

2.4.5. Provide County with office space within City property upon the commencement of this Agreement. The office space provided by City should include a telephone line, network connection, and will be located on the second floor of City Hall immediately abutting the City's existing server room which is approximately 10 X 10 and currently being occupied by the City's existing IT firm, to enhance County response time.

2.4.6. Be responsible for all recurring hardware and software operating maintenance expenses.

2.4.7. Purchase and maintain its own internet service provider and related costs.

2.4.8. Develop a detailed continuity of operations plan to deal with both natural and man-made disaster with the cooperation of the County.

2.4.9. As part of its annual budget preparation process, identify maintenance costs for the on-going system maintenance and present them to the County for review. The County's performance and obligation under this Agreement is contingent upon an annual appropriation and renewal of all required vendor system maintenance agreements by the City. Cancellation of required vendor system maintenance agreements by the City will cause all associated expenses associated with the system repairs by vendor for labor, repairs, replacement, and patching of such equipment, as required to be charged back to the City. The Agreement can be cancelled at any time by the County with notified in writing, at least (120) days prior to cancellation. There will be no early termination charges from the City for canceling Agreement during the year.

2.5. All City service requests shall be made as set forth in Appendix A or as mutually agreed to by the Parties.



2.6 The County will meet jointly with City to discuss delivery services and any ongoing special projects. The County will have subject matter experts attend as required to provide recommendations of new IT systems and solutions to the City. The supervisor and director will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

COUNTY	Phone Number	Email Address
Mark Acquaviva, Supervisor	305-275-7927	mja@miamidade.gov
John Concepcion, Division Director	305-596-8368	jnc@miamidade.gov

Article 3.

PRICING, PAYMENT AND TERMS

The cost to the City for the provision of services under this agreement are as set forth in Appendix A. The County will provide to the City a monthly invoice, and City will make payments to the County within twenty (30) days after the date of each invoice. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

Article 4.

LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement to the contrary, except for personal injury or death, the County's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Basic Maintenance and Support Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT THE COUNTY WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY THE COUNTY PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.



ARTICLE 5. CITY WARRANTIES

The City represents and warrants to County as follows:

- (a) City has the necessary rights and licenses, consents, permissions, waivers and releases to permit the County to perform any of the services as contemplated herein.
- (b) None of the City systems or uses (i) violate, misappropriate or infringe any rights of any third party, (ii) will defame or invade the rights of privacy or publicity any rights of any third party, or (iii) are designed for use in any illegal activity or promote illegal activities, including, without limitation, in a manner that might be malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (c) The City has the authority to enter into this Agreement for the County to perform these services.

ARTICLE 6. DEFAULT/TERMINATION

6.1. If the County breaches a material obligation under this Agreement (unless City or a Force Majeure causes such failure of performance); City may consider the County to be in default. If the City asserts a default, it will give the County written and detailed notice of the default. The County will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to City. If the County provides a cure plan, it will begin implementing the cure plan immediately after receipt of City's approval of the plan.

6.2. If City breaches a material obligation under this Agreement (unless County or a Force Majeure causes such failure of performance) or if City fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, County may consider City to be in default. If County asserts a default, it will give City written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to County. If City provides a cure plan, it will begin implementing the cure plan immediately after receipt of County's approval of the plan.

6.3. If a defaulting party fails to cure the default as provided above in Sections 6.1 or 6.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Article 4 above.



ARTICLE 7. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County:

Information Technology Department
5680 SW 87 Ave, Miami FL
Attention: Jose Otero
Phone: 305-596-8409
Fax: N/A
E-mail: JRO@MiamiDade.gov

and to:

Information Technology Department
5680 SW 87 Ave, Miami FL
Attention: John Concepcion
Phone: 305-596-8368
Fax: N/A
E-mail: JNC@MiamiDade.gov

(2) To the City:

Attention: Steven Alexander
Phone: 305-663-2510
Fax: 305-663-6345
E-mail: salexander@southmiamifl.gov

and to:

Attention: Maria Menendez, City Clerk
Phone: 305-663-6340
Fax: 305-663-6348
E-mail Mmenendez@southmiamifl.gov

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.



In addition to the above contacts the following is the contact list for the City for all communications related billing and work order approvals:

Send all Invoices and invoice back-up documentation to:

Name & Title: Alfredo Riverol, Chief Financial Officer
Phone: 305/663-6343
E-mail: ariverol@southmiamifl.gov
Address: City of South Miami, 6130 Sunset Drive, South Miami, FL 33143

Authorized to Request Billable (Time & Materials) for IT Services

Name & Title: Steven Kulick, C.P.M., Purchasing Manager
Phone: 305/663-6339
E-mail: skulick@southmiamifl.gov
Address: City of South Miami, 6130 Sunset Drive, South Miami, FL 33143

For questions and inquiries by the City pertaining to telephone invoices and invoice back-up documentation to the County the City shall contact accounting manager via electronic email.

COUNTY	Designation	Phone	Email Address
Yinka			
Majekodunmi, Accounting Manager	Billing Liaiso	305-596- 8041	YMAJEKO@miamidade.gov

ARTICLE 8: ACCESS TO CONFIDENTIAL INFORMATION

During the course of this Agreement, the County and City may have access to the other party's Confidential Information. The County and the City shall endeavor to treat the other party's Confidential Information as it would treat its own Confidential Information of a similar nature. Notwithstanding the foregoing, the parties acknowledge and agree that as a political subdivision



and municipal corporation of the State of Florida, the County and City are subject to Florida's Public Records Law, Section 119 of the Florida Statutes. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

ARTICLE 9: THIRD PARTY PROPRIETARY INFORMATION

During the course of this Agreement, the County and the City may have access to Third Party Proprietary Information received by either the County or the City through agreements and licenses with third parties. The County and City mutually agree to inform the other party of the requirements of such third party agreements and licenses and shall maintain the confidentiality of all proprietary information as if such agreements and licenses applied to both the County and City. Notwithstanding the foregoing, the parties acknowledge and agree that as a political subdivision and municipal corporation of the State of Florida, the County and City are subject to Florida's Public Records Law, Section 119 of the Florida Statutes. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

**ARTICLE 10. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR
GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts including this Agreement. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the City, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the City from the Inspector General or IPSIG retained by the Inspector General, to the extent provided by and subject to applicable law, the City shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.



The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the City's possession, custody or control which, to the extent provided by and subject to applicable law, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 11. GOVERNING LAW

This Agreement, including exhibits or appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 12: INDEMNIFICATION

The City does hereby agree to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities, to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature ("Claims") arising out of, relating to or resulting from, and to the extent caused by, City's (or its employees, agents, or subcontractors) failure to perform as required by this Agreement.. However nothing herein shall be deemed to indemnify the County from any Claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

Subject to the limitations set forth in Article 4 of this Agreement, the County does hereby agree to indemnify and hold harmless the City and its officers, employees, agents and instrumentalities, to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature ("Claims") arising out of, relating to or resulting from, and to the extent caused by, County's (or its employees, agents, or subcontractors) failure to perform as required by this Agreement. However nothing herein shall be deemed to indemnify the City from any Claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.

Interlocal Service and Maintenance Agreement



ARTICLE 13: TERM OF AGREEMENT

This Agreement shall become effective the later of October 1, 2014 or upon signature by all parties (Effective Date) and will remain in full force and effect **until September 30, 2015**. The County and the City may jointly extend this Agreement for a one-year term by mutual agreement **which must be approved by the City Commission**. Upon any extension, the County and City will review the services and fees set forth in Appendix A and mutually agree as to whether any amendment to such services and fees are necessary. Notwithstanding the foregoing, this Agreement must be ratified by the Board of County Commissioners within one year of the Effective Date. In the event this Agreement is not ratified within one year of the Effective Date or the Board of County Commissioners disapproves the Agreement, this Agreement shall terminate immediately.

ARTICLE 14: TERMINATION

Either the City or County may, at any time, in their sole discretion, with or without cause, terminate this Agreement by written notice to the other party and in such event, the County or City shall, one hundred twenty (120) days after receipt of such notice ("Termination Date"), unless otherwise directed:

- i. stop all work as of the Termination Date;
- ii. take such action as may be necessary for the protection and preservation of the other party's materials and property;
- iii. cancel orders;
- iv. assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement; and
- v. take no action which will increase the amounts payable by the City under this Agreement.

ARTICLE 15. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable statutes, rules, ordinances, regulations, licenses and orders relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement.

Interlocal Service and Maintenance Agreement



ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 17. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) Neither party shall be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a "Force Majeure Event"); provided that, (a) the party relying upon this Section shall have given the other Party written notice thereof promptly and, in any event, as soon as reasonably possible under the circumstances; and (b) shall take all steps reasonably necessary to mitigate the effects on the other Party of the Force Majeure Event upon which such notice is based. This Agreement comprises the entire agreement between County and City with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Contractor, its agents or employees shall create a warranty or in any way increase the scope of the warranties in this Agreement.

(Signature page follows)

*Miami-Dade County Information Technology
Interlocal Service and Maintenance Agreement*

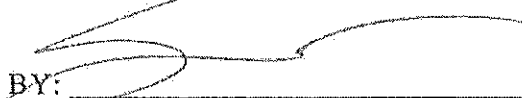


MIAMI-DADE COUNTY

CITY OF SOUTH MIAMI

BY 

Carlos A. Gimenez
Miami-Dade County Mayor

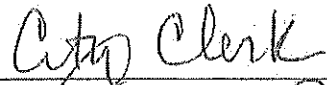
BY 

Steven Alexander
City Manager

ATTEST: _____

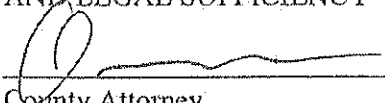
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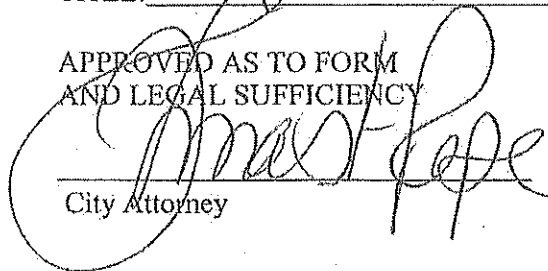
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



City Attorney



APPENDIX A – SCOPE OF SERVICES AND PRICING

In accordance with the terms and conditions of this Agreement, the County will provide the City with the following services as may be amended from time to time by mutual agreement in writing:

I. BASIC MAINTENANCE AND SUPPORT SERVICES

A. Fees for basic maintenance and support services

In exchange for the Basic Maintenance and Support Services described here, the City shall pay the County an annual fee of one hundred sixty five thousand five hundred dollars (\$165,500) divided into twelve equal monthly payments. The City will be invoiced by County on a monthly basis and such invoices payments shall be paid in accordance with the terms and conditions of this Agreement.

B. Covered Services

The County shall provide to the City the following Basic Maintenance and Support Services for the Covered Equipment listed in Subsection C. The City must submit all approved requests for maintenance or services whether hardware or software using the County online Service Catalog system for assignment to County support staff. The County will contact City upon receiving service ticket from City. In the event additional hardware and software is required for the provision of any of the services set forth herein, such hardware or software shall be supplied at the City's sole expense and with City's prior approval.

- 0 County will provide a designated phone number (305-596-HELP (4357)) to report troubles during regular business hours and emergencies after regular business hours.
- 0 Provide authorized City Users with access to the County online Service Catalog system for assignment of maintenance and service tasks to County.
- 0 Designated on-site IT service technician during regular business hours from 8:00 AM until 5:00 PM, excluding weekends and County holidays.
- 0 Report problems and coordinate with Vendor for the maintenance of AS-400 with IBM and SunGard guidance pursuant to City's maintenance agreements with those Vendors.



- 0 Report problems and coordinate with Vendor for the maintenance of Barracuda Appliance with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of TREND with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of Interactive Outdoor KIOSKS with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of City AV system support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for maintenance of Wireless Mesh located in the Downtown business district with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 **Emergency After Hour Support**
 - County shall provide 50 hours of overtime during the annual contract period at no charge, included in the price quoted.
- 0 **Public Records Requests**
 - County will process public records made by the City or by third-parties requesting City public records for records involving email searches at no charge, included in the price quoted.
- 0 **Wide Area Network (WAN) and Local Area Network Maintenance (LAN)**
 - Manage Network support upgrades and changes
 - Provide Tier 2 & 3 Network support and troubleshooting.
 - Troubleshooting of premise data wiring and patch cables.
 - Communicate to the designated City liaison all scheduled maintenance
 - Assignment of IP address to all accounts.



- 0 **Server and SANS Equipment Maintenance**
 - Installation of software for applications
 - Maintain all Microsoft operating systems and software updates
 - Restoration of network services
 - Repair and upgrade of servers

- 0 **Computer Equipment Maintenance**
 - Installation of software for applications
 - Maintain all Microsoft and Apple operating systems and software updates
 - Restoration of network services
 - Repair and upgrade of computer
 - Install and setup maintenance loaner (if applicable).
 - Maintain an inventory of computers and spare parts
 - Maintain mobile and handheld computers

- 0 **Telephone Equipment Maintenance**
 - Perform reset of voicemail passwords
 - Maintain class of service (COS)
 - Relocate existing and replace defective handsets
 - Install new handsets and setup voice mail
 - Troubleshooting of premise data wiring and patch
 - Contact and reports system problems to vendor
 - Coordinate with vendor to schedule system upgrades

- 0 **Administration of Network Organizational Unit (OU)**
 - Add/Delete/Modify user accounts
 - Add/Delete/Modify print resources
 - Add/Delete/Modify file share services
 - Add/Delete/Modify e-mail services
 - Add/Delete/Modify group policies
 - Add/Delete/Modify certificate services

- 0 Install and setup of computers and peripherals.

- 0 County shall notify Customer upon completion of work to document all work and information pertaining to services rendered.

- 0 The County will provide infrastructure Tier 2 maintenance and management for remote access, exchange, active directory, security, servers, SANS,

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network, AS400, desktop computers, laptop computers and peripheral maintenance. This will require for County to have "Master System Administrator" access for County personnel designated with the top permission level over all for system management and administration for City IT systems covered by this agreement.

The Master System Administrators listed below are charged with the responsibility of administering the proper level of permissions to all User's and designated back-up staff. The County may, from time to time, add, modify or delete Master System Administrators to this Agreement by providing written notice to the City as set forth in this Agreement.

- Lawrence Embil, Security/Fire Wall Support
- Erick Gomez, Network Support Manager
- Gary Lee, Server & Storage Support Manager
- Jorge Mederos, Exchange, Active Directory and Remote Access Support Manager
- Peter Oelkers, AS400 Support Manger
- Mark Acquaviva, Computer Maintenance Supervisor
- Onsite IT Service Technician (TBD)

0 Sites covered by this agreement shall include: **See Attachment 1**

C. Covered Equipment

Unless agreed to in writing by the parties, the Maintenance and Support Services set forth in this Appendix shall only apply to the following Covered Equipment.

Miami-Dade County Equipment Covered by the Agreement		
<i>Equipment coverage is subject to change as equipment are retired and/or replaced with new. New equipment will be covered by the terms and conditions of the agreement.</i>		
Equipment Covered		Manufacture
Description	Qty	Make
Desktop Computers with monitor	134	DELL
Mobile Computers	62	DELL, APPLE
Mobile Handheld Devices i.e. iPads, iPhone or Blackberry	7	APPLE



Multi-Function Network Printers	6	Cannon
Multi-Function Network Printers	3	HP
Color Laser Network Printers	2	Cannon
Color Laser Network Printers	3	HP
Computers Peripherals i.e. printers, scanners	48	HP, Epson, Fujitsu
Servers	29	DELL
Mail Archiver	1	Barracuda
Routers	5	CISCO/HP
Web Filter	1	Barracuda
Network Storage Device	1	HP
Robotic Tape Back-up	1	DELL
Firewall	3	Barracuda
AS-400	1	IBM
Telephone Private Branch	1	Shortel
Telephone Handsets Mobile types: 230 and 115	84	Shortel
Switches	1	CISCO
Switches	20	HP
Interactive Outdoor KIOSKS (in the procurement stage)	-	TBD
Wireless Mesh (in the deployment stage)	-	TBD



D. Standards for Provision of Basic Maintenance and Support Services

1. On-site IT Service Technician:

The County will provide on-site IT service technician to handle all problems reported by City during regular business hours. The service technician would be vetted by the city in the same manner as city employees would be. The County will leverage the in-station service technician whenever possible and incorporate into new projects. The on-site IT service technician is primarily responsible for daily IT support and in some cases may not have the skillset or availability to meet the project deliverables successfully. The County may need to dispatch special IT service technician(s) as required for resolution of reported problem or delivery of approved service as the expense of the City. The County will provide IT service through a tiered service approach progressing from 1st Tier Support to 2nd Tier Support to 3rd Tier Support as needed for the price quoted.

2. SERVICE REQUESTS –

City shall submit all approved service request to the County using the online Service Catalog system. The City shall be responsible for all associated expenses and shall provide the County with the list of authorized users. The County shall setup each of the Users with accounts for access to the County online Service Catalog system with 7 business days upon receiving list of authorized Users. City shall record the service ticket number for reference for any future service.

3. Problem Reporting and Escalation/Regular Business Hours

The Customer will report all problems and make all authorized service requests directly into the Prevailing ticketing system. Customer must report trouble to the County help desk and open a trouble ticket in order to avoid any delays in obtaining service. Troubles are defined as a failure of active/production IT services.

☐ **Step 1 - Report Trouble by telephone**

Report troubles to the Miami-Dade Help Desk at 305-596-4357 for purpose opening service ticket. Please record the service ticket number for reference.

Service Center	Designation	Number
Help Desk	24/7/365	305-596-4357



□ **Step 2 - Service Manager Escalation Contacts During Regular Business Hours**

In the event you are not contacted by COUNTY after 60 minutes of reporting trouble during regular business hours, proceed to contact the designated COUNTY supervisor in the order listed below. If you receive no response after 30 minutes from 1st level supervisor proceed to the 2nd level escalation contact listed below.

County Escalation Contacts

COUNTY	Designation	Phone Number	Email Address
Mark Acquaviva, Supervisor Mobile (786) 256-3844	1st Level Escalation, Business Hours	305-275-7927	mja@miamidade.gov
John Concepcion, Division Director Mobile (786) 258-2609	2nd Level Escalation, Business Hours	305-596-8368	jnc@miamidade.gov

E. Excluded Services

The following services are not included within the Basic Maintenance and Support Services and shall only be provided by County upon mutual agreement in writing and shall incur a separate fee to City:

- 0 Any service work required due to incorrect or faulty operational conditions, including but not limited to equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.
- 0 The cost of professional service, parts, materials or software required for any services performed by the County under this Agreement.
- 0 The repair or replacement of products or parts resulting from failure of the City's facilities, City employee's personal property and/or devices connected to the IT System (or interconnected to devices) whether or not installed by the County.
- 0 Service repairs made necessary by damage due to an act of God, fire, water, storm, burglary, accident, improper use or abuse.
- 0 Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for equipment malfunction caused by such transmission medium.

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- 0 Accessories, custom or special products; modified units; or modified software.
- 0 The repair or replacement of parts resulting from the tampering by persons unauthorized by County or the failure of the IT System due to extraordinary uses.
- 0 Operation and/or functionality of City employee's personal property, equipment, and/or peripherals and any application software not provided or covered by County.
- 0 Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, battery replacement for uninterruptible power supply (UPS).
- 0 Overtime hours worked by the IT Service Technician in excess of 50 hours outside the established Regular Business Hours.

II. ADDITIONAL IT SERVICES AND RATES

The following additional IT Services may be provided, at request of the City for the fees as set forth herein. Such fees shall be invoiced and added to the monthly fee for Basic Maintenance and Support Services.

A. Emergency Services

Included in the price quoted the County shall provide 50 hours of On-Call 24/7/365 Emergency Support Services for use outside Regular Business Hours on an annual basis. All emergency requests outside the regular service hours in excess of 50 hours, will be subject to the following rate for processing and completing the requested service. City shall use the contacts in Section I(D) above to request such service.

COUNTY Billing Rates	Emergency Hourly Rate
Outside Service Hours:	\$127.50

B. IT Services and Rates:

The County upon request shall provide the City with services for strategic IT Design, Planning, Deployment, Implementation, for IT business network and application solutions. These services are not covered by the Basic Maintenance and Support Services but are available on a time



and material basis as mutually approved by the parties. The County will develop a scope of work and project plan that meets business needs in the most cost effective manner.

Additional Hourly Rates		
Service Catalog	T&M Rate	After Regular Hours T&M Rate
GIS Graphic Technician / Mapping	\$90.00	\$135.00
Product Configuration (GIS Routing, Mobile, Dashboards, etc.)	\$100.00	N/A
Project Management	\$125.00	N/A
Systems Programming (Operating & Technical) and Database Administrator	\$125.00	N/A
Analysis and Programming	\$120.00	N/A
Network, Engineering, and Consulting Services	\$120.00	N/A
Telecommunications Technicians	\$85.00	\$127.50



Attachment 1

City of South Miami

FACILITY LOCATIONS

City Hall

(Includes: Police, Building, Finance, Planning, Code, City Clerk, Grants, HR, City Manager) 6130 Sunset Drive
South Miami, FL 33143

Public Works

4795 SW 75 Avenue
Miami, FL 33155

Parks and Recreation/Community

Center 5800 SW 66 Street
South Miami, FL 33143

Community Redevelopment Agency

5825 SW 68 Street
Suite 4 Office 400
South Miami, 33143

South Miami Senior Center

6701 SW 62 Avenue
South Miami, FL 33143